

For and in consideration of One Dollar (\$1.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, I/We

David Vanderburg Sidney Vanderburg R.P. Funderburk III Laney Funderburk
Orafine Vanderburg Peggy Vanderburg Hazel Elizabeth Bass

do hereby grant unto the City of Olive Branch, Mississippi, a Mississippi Municipal Corporation, a perpetual easement with the right to install, construct, lay and thereafter use, maintain, and inspect sewer lines installed within this easement hereto, on, over and across the following described property in DeSoto County, Mississippi, to wit:

A 10 foot wide easement along a proposed sewer line extending from Pigeon Roost Road to Germantown Road along the north side of Camp Creek. A 10 foot wide easement along a proposed sewer line extending from Germanwood Subdivision to the above mentioned sewer line on Camp Creek, and a temporary easement along an existing fence on the south boundary of Germanwood Subdivision to install a pressure sewer. The temporary easement will not be needed after the other two sewer mains have been installed. All easements located in part of the northeast and southeast quarters of Section 28, Township 1 South, Range 6 West, DeSoto County, Mississippi.

This easement covers the sewer lines referred to on the plans and specifications for the Mississippi Highway 302 Utility Relocation Project which is on file with said City and reference to same is hereby made and are made as a part of. Together with the right of ingress and egress over grantors adjacent property during the construction phase of the project from the existing City street to the easement area for the purpose for which the above mentioned rights are granted. The consideration recited herein shall constitute payment in full for the use of the easement area for the sewer line. The City of Olive Branch will grantee that no unreasonable damage will result from the construction of the sewer line on the grantors property, whether the construction is within the easement or in the area of ingress and egress to the easement area. This agreement together with the provisions of this grant shall constitute a covenant running with the land for the benefit of the grantee, its successor, and assigns. The grantors covenants that the owner of the above described lands and that said lands are free and clear of all encumbrances and liens except as listed below:

Witness our signatures this the 1ST day of AUG, 1996

David Vanderburg
David Vanderburg

Sidney Vanderburg
Sidney Vanderburg

R.P. Funderburk III
R.P. Funderburk III

Laney Funderburk
Laney Funderburk

Orafine A. Vanderburg
Orafine Vanderburg

Peggy Vanderburg
Peggy Vanderburg

Hazel Elizabeth Bass
Hazel Elizabeth Bass

STATE OF MISSISSIPPI COUNTY OF DeSOTO

This day personally appeared before me, the undersigned authority in and for said County and State, David Vanderburg, Sidney Vanderburg, R.P. Funderburk III, Laney Funderburk, Orafine Vanderburg, Peggy Vanderburg, Hazel Elizabeth Bass, acknowledged that they signed and delivered this instrument on the day and date therein mentioned. Given under my hand and official seal of office this the 1ST day of AUG, 1996.

My Commission Expires March 11, 1997

Sharon Wilson
Notary Public

AUG 27 11 25 AM '96

BK. 305 PG 547
W.E. DAVIS CH. CLK.

Prepared by [redacted] return to:
Woods and Snyder
P. O. Box 456
Olive Branch, MS 38654
(601) 895-2996